

Date: February 17, 2011

To: The Honorable Robert E. Gerber, United States Bankruptcy Judge,  
United States Bankruptcy Court for the Southern District of New York  
One Bowling Green  
New York, New York 10004-1408

From: David W. Turner  
2210 Kerri Lynn Lane  
Kokomo, Indiana 46902  
Telephone: (765) 453-2810 E-mail: [dwtkokoman@aol.com](mailto:dwtkokoman@aol.com)

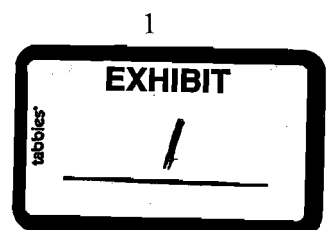
**Subject: Claimant's Response and Objection to Debtors' 182<sup>nd</sup> Omnibus  
Objection to Claims, filed January 26, 2011**

Reference: 1) Chapter 11 Case No. 09-50026 (REG) Motors Liquidation Company, et al.,  
f/k/a General Motors Corp., et al.  
2) David Turner Proof of Claim # 27065 and Attachments, dated 11/10/09  
3) David Turner Proof of Claim # 27066 and Attachments, dated 11/10/09  
4) Debtors' 182<sup>nd</sup> Omnibus Objection to Claims

**Background Statement:**

The notice of filing of Debtors' 182<sup>nd</sup> Omnibus Objection to Claims notes that a hearing will be held before you on March 1, 2011, in which the Debtors will seek an order to expunge certain compensation and welfare benefits claims of retired and former salaried and executive employees of General Motors Corp. My Proof of Claim # 27065 and # 27066 (Reference #2 and #3 respectively) are listed in Exhibit A of the Reference #4 document as claims the Debtors desire to have expunged. The Debtors' 182<sup>nd</sup> Omnibus Objection to Claims concern among other issues the General Motors Supplemental Life Benefits Program Coverage. This Program's provisions provided retired executives with both: 1) Continuing Basic Life Insurance in an amount equal to the retiree's insurance coverage at the time of retirement, and 2) Supplemental Life Benefits in an amount equal to three times the executive's annual base salary at the time of retirement.

The Debtors' 182<sup>nd</sup> Omnibus Objection to Claims offers two arguments to support their petition: 1) that in certain cases accrued benefits have been assumed by New GM and consequently are no longer an obligation of the Debtors, and 2) the Debtors had the right to amend, modify, suspend, or terminate Welfare Benefits and therefore have no liability for the salaried and executive Employee Welfare Benefits Claims. Since my Claims # 27065 and # 27066 were not assumed by the New GM, my arguments below, delineate why my Claims should not be expunged based on 1) **Lack of Procedural Documentation** by which the Debtors exercised their "right to amend, modify, suspend, or terminate" the provisions of the General Motors Supplemental Life Benefits Program Coverage of Welfare Benefits, 2) **Language Implying Continuing Basic Life Insurance Coverage** in GM/employee communications, and 3) **Inconsistent Treatment of Employee Benefit Reductions** due to flawed bankruptcy driven decisions and actions.



### Supporting Arguments:

**1) Lack of Procedural Documentation:** On page 9 of Debtors' 182<sup>nd</sup> Omnibus Objection to Claims, the following statement is quoted, in part, from the General Motors Supplemental Life Benefits Program for Executive Employees:

“.....The Company reserves the right to amend, modify, suspend, or terminate the Program in whole or in part, at any time by action of its Board of Directors or other individual or committee **expressly authorized by the Board to take such action.**”  
(Bolded text added for emphasis. DWT)

A thorough review and search of Debtors' 182<sup>nd</sup> Omnibus Objection to Claims provides no documentation, or proof, such as the date and language from minutes of a Board of Directors' Meeting at which the Board **expressly authorized** the amendment, modification, suspension, or termination of the General Motors Supplemental Life Benefits Program for Executive Employees. Without such proof and evidence of express authorization by the Board, the Debtors' 182<sup>nd</sup> Omnibus Objection to Claims is mute and lacks validity. This lack of validity applies equally to the Continuing Basic Life Insurance, Claim # 27065, and Supplemental Life Benefits Claim # 27066.

**2) Implied Continuing Basic Life Insurance Coverage:** Following my retirement on November 30, 1995, after 44 years of credited service, I received a letter (Attachment #1) dated December 4, 1995, from the GM National Retiree Servicing Center. It reads in part:

“As a retiree of General Motors with 10 or more years of participation in the Life and Disability Benefits Program, you are eligible for Continuing Life insurance.

Our insurance records, as of the date of this letter, show the Continuing Life insurance has now fully reduced to the ultimate amount of \$150,480.00. This **ultimate amount will remain in effect for the rest of your life and is provided by General Motors at no cost to you.**” (Bolded text added for emphasis. DWT)

The referenced letter (Attachment #1) **contains no contingency or qualifying statement of any kind** that the stated ultimate amount of Continuing Life insurance is subject to amendment, modification, suspension, or termination. Having retired at the age of 62 years, with the above implied assurance of Continuing Basic Life Insurance coverage, I was not inclined to even consider the purchase of independent personal Term Life Insurance. In June 2009, over thirteen years later, I was informed that my Continuing Basic Life insurance coverage was reduced to \$10,000.00 from \$150,480.00. By June 2009, my age had reached 75 ½ years. Although GM made provisions with MetLife for affected individuals to procure Term Life Insurance, it had become cost prohibitive to pursue replacement insurance coverage. Approval of the Debtors' request to expunge my properly filed Proof of Claim exposes my wife and heirs to potential undeserved hardship.

**3) Inconsistent Treatment of Employee Benefit Reductions:** A reading of Debtors' 182<sup>nd</sup> Omnibus Objection to Claims reveals that as the subtitle on the cover page reads, “(Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)” the Debtors seek relief from claims filed by a mix of retired, former salaried and executive employees. Further,

2006

## Enrollment Confirmation

[Print This Page](#)

2006

Please take a few moments to complete our **Survey**. This should take less than five minutes.

**Thank you, Richard.** Below is a summary of your new benefits for the following event: **2006 Enrollment**. These elections have been saved on October 31, 2005 at 6:32:00 p.m. EST.

- Your Confirmation Number is **053041827108884W**.
- [Print this confirmation](#) for your records.

**Note:** If you are required to provide proof of good health, the necessary forms are available to print in the Find a Form section. You will also receive the necessary forms with your paper Confirmation Statement.

**Once you are done reviewing this confirmation you can:**

- [Return to the Health and Insurance Home Page.](#)
- [Go back and make changes to Your Enrollments.](#)

### Your Health & Insurance Benefits

### Calendar Monthly Cost

#### Medical

Medical:	<b>HMO Health Alliance Plan - MI (S)</b>	<b>\$100.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$100.00 After Tax: \$0.00
Enrolled Dependents:	<b>Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski</b>	

- An HMO requires use of network providers.

#### Extended Care Coverage (ECC)

Extended Care Coverage (ECC):	<b>Extended Care Coverage</b>	<b>\$19.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$19.00 After Tax: \$0.00
Enrolled Dependents:	<b>Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski</b>	

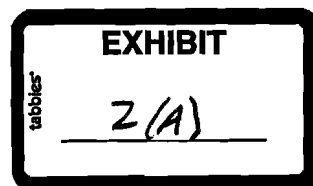
- If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

#### Dental

Dental:	<b>Traditional Delta Dental</b>	<b>\$23.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$23.00 After Tax: \$0.00
Enrolled Dependents:	<b>Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski</b>	

#### Vision

Vision:	<b>Cole Managed Vision (S)</b>	<b>\$3.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$3.00 After Tax: \$0.00
Enrolled Dependents:	<b>Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski</b>	



- If you waive GM medical coverage in order to be a dependent under a spouse's GM medical plan, you waive dental and vision also.

**Flexible Spending Accounts**

Health Care Spending Account (HCSA):	<b>Health Care Spending Account (HCSA)</b>	<b>\$300.00</b>
Volume:	<b>\$3,600.00</b>	Before Tax: \$300.00 After Tax: \$0.00

- It is your responsibility to ensure that Health Care Spending Account elections are consistent with your expected plan year eligible expenses, as defined under the plan. Any Health Care Flexible Spending Account contributions not used during the plan year are subject to forfeiture. Your annual contribution to a Health Care FSA can range from a minimum amount of \$48.00 to a maximum amount of \$5,000.
- If you choose to enroll in the Health Care Spending Account and one of the Health Savings Account PPOs, your Health Care Spending Account coverage will automatically be administered as a Limited Purpose Health Care Spending Account by FBD Consulting. In other words, upon submitting expenses, you will only be reimbursed for expenses that are for vision, dental or over-the-counter drugs.

Dependent Care Spending Account (DCSA):	<b>No Coverage - DCSA</b>	<b>\$0.00</b>
		Before Tax: \$0.00 After Tax: \$0.00

**\* Life Insurance**

Basic Life Insurance:	<b>Basic Life Insurance - Salaried</b>	<b>\$0.00</b>
Coverage:	<b>2 X Annual Base Salary</b>	Before Tax: \$0.00
Volume:	<b>\$220,300.00</b>	After Tax: \$0.00

- If eligible, you may elect one times your annual base salary and receive a monthly credit; however, you will not be eligible to elect Optional Life Insurance.
- Effective January 1, 2006, Texas residents are no longer limited by State Insurance Law on the amount of Optional Life Insurance they may elect on themselves.

Optional Life Insurance:	<b>Optional Life Insurance - Salaried</b>	<b>\$145.40</b>
Coverage:	<b>2 X Annual Base Salary</b>	Before Tax: \$0.00
Volume:	<b>\$220,300.00</b>	After Tax: \$145.40

- For participants insured as of July 1, 2006 contributions for Optional Life Insurance will be waived for five (5) months from July through November 2006.
- If eligible and you elect one times your annual base salary for Basic Life Insurance, you are not eligible to elect Optional Life Insurance.
- Effective January 1, 2006, Texas residents are no longer limited by State Insurance Law on the amount of Optional Life Insurance they may elect on themselves.

Dependent Life Insurance - Spouse:	<b>No Coverage - DLI - Spouse</b>	<b>\$0.00</b>
		Before Tax: \$0.00 After Tax: \$0.00

Dependent Life Insurance - Child:	<b>No Coverage - DLI - Child</b>	<b>\$0.00</b>
		Before Tax: \$0.00 After Tax: \$0.00

Personal Accident Insurance - Employee:	Personal Accident Insurance - Employee	\$1.10
Coverage:	\$100,000	Before Tax: \$0.00
Volume:	\$100,000.00	After Tax: \$1.10
Personal Accident Insurance - Spouse:	Personal Accident Insurance - Spouse	\$1.10
Coverage:	\$100,000	Before Tax: \$0.00
Volume:	\$100,000.00	After Tax: \$1.10
Personal Accident Insurance - Child:	Personal Accident Insurance - Child	\$1.25
Coverage:	\$50,000	Before Tax: \$0.00
Volume:	\$50,000.00	After Tax: \$1.25

Disability

Sickness and Accident:	Sickness and Accident - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for sickness and accident benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.
- Employees who work in certain states may be eligible under statutory disability benefit laws for disability benefits for time lost from work. If you are working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island certain modifications in your Sickness and Accident benefits will apply. Please contact the GM Benefits & Services Center for additional information.

Extended Disability Benefits:	Extended Disability Benefit - Salaried	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for Extended Disability benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.

Flexible Compensation Payment (FCP)

Flexible Compensation Payment (FCP):	Flexible Compensation Payment (FCP)	\$0.00
Coverage:	4 Paid Days Off + Cash Lump Sum	Before Tax: \$0.00
Volume:	\$1,200.00	After Tax: \$0.00

- You are eligible to enroll or change your enrollment in the Flexible Compensation Plan (FCP) during Flex Enrollment in the fall. Your eligibility for this benefit is based on your service as of January 1, 2006 and employment status as of January 15, 2006.

Financial Planning

Financial Planning:	No Coverage - Financial Planning	\$0.00
		Before Tax: \$0.00
		After Tax: \$0.00

Totals

Before Tax Total:	\$445.00
After Tax Total:	\$148.85

Calendar Monthly Total: \$593.85

Dependents

Please confirm the accuracy of the information about your dependents. To view the dependents covered under a specific plan, please refer to that plan above. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s). If any of the information is incorrect, you may correct it on the Health & Insurance tab by clicking Dependents. Follow the instructions to modify your dependent information. If you require further assistance, please call a Customer Service Associate. You can find the Customer Service telephone number by selecting the Who to Contact link below. The address is provided if it is different than your address.

Name	Relationship	Date of Birth	SSN
Karen S Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N Zmierski	Child	09/26/1988	373-06-3254
Ryan A Zmierski	Child	03/25/1992	362-15-2565

Primary Care Provider (PCP) Information

Please confirm the accuracy of the information about your selected PCP(s). If you are enrolling in the plan for the first time, a PCP is required for you and each dependent you wish to cover under the plan. If you are adding a dependent to a plan in which you are already enrolled, PCP entry is allowed for the added dependent(s) only. Ongoing selection and update of PCPs must be done through your insurance carrier. Provider Name is required. Some plans also require Provider ID. Please check with your carrier to find out if you need to enter Provider ID. You may only enter PCPs when enrolling in the plan for the first time. If you are re-joining the plan you must contact your insurance carrier to select or update PCPs. You may save your enrollment elections without entering PCPs. You may enter PCPs now, or save your enrollment and return to NetBenefits at any time (within your enrollment period) to enter your PCP selection(s). Once the enrollment period is closed, you will not be able to select or view your PCP selections via NetBenefits. You must then contact your insurance carrier to select and update your PCPs. Please note that depending on your insurance carrier's rules, failure to complete provider selections may result in assignment of either a default provider or no provider at all.

Name	Provider Type	Provider ID	Provider Name
Richard F Zmierski	Medical		
Karen S Zmierski	Medical		
Jessica N Zmierski	Medical		
Ryan A Zmierski	Medical		

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that General Motors will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors.

If you enroll in life insurance after you are first eligible or elect to increase your coverage, you understand that you may be required to provide proof of good health. You understand that you must be actively at work in order for coverage to go into effect. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date, provided you were actively at work on the last regularly scheduled work day prior to the effective date. If you are not actively at work on the effective date of coverage, you understand your effective date of coverage will be postponed until you return to work. Under current Plan terms, Optional Life, Dependent Life, and Personal Accident Insurance generally remain in effect as long as (i) you are eligible for Basic Life Insurance (see the Summary Plan Description for exceptions), (ii) the Group Policy remains in effect, (iii) the required contributions are made, and (iv) for Dependent Life and/or Personal Accident Insurance, you continue to have an eligible spouse or at least one eligible child, as applicable. You also understand that to enroll a dependent, who is age 18 and over, in dependent life insurance of \$10,000 or more, the dependent must sign a Dependent Consent Form before coverage can go into

effect.

You agree to make any required contributions so that health care and life insurance coverage for you and your enrolled dependents remains in force. You authorize General Motors Corporation and its wholly-owned subsidiaries, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care or life insurance coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or the trustee of certain General Motors Corporation Benefits funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefits paid in error on behalf of you and your dependents.

If you are applying for insurance under a policy issued in one of the states listed below, or if you reside in one of the states listed below, one of the following state warnings may apply to you:

**New York** [only applies to Accident and Health Benefits (AD&D/VAD&D)]: I know it is a crime to fill out this form with facts I know are false or to leave out facts I know are important. I know that if I do this, I may also have to pay a civil penalty of up to \$5,000 plus the value of the claim.

**Florida**: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**Massachusetts**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any material false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

**New Jersey**: Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Oklahoma**: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the process of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Kansas and Oregon**: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

**Virginia**: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, files a claim containing a false or deceptive statement may have violated state law.

If you are applying for coverage under a self-funded plan or insurance under a policy issued in any state other than those listed above, or if you reside in any state other than those listed above, note the following warning:

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

#### **Important Flexible Spending Account Information**

It is your responsibility to ensure the Health Care and/or Dependent Care Flexible Spending Account elections are consistent with your expected plan year eligible expenses as defined under the Plan. Any Health Care or Dependent Care Flexible Spending Account contributions not used during the plan year are subject to forfeiture.

[https://workplaceservices400.fidelity.com/netbenefits/health&welfare/HOBS\\_confirm.as...](https://workplaceservices400.fidelity.com/netbenefits/health&welfare/HOBS_confirm.as...) 10/31/2005

### Dependent Information

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program. For assistance in determining the eligibility of your dependents for coverage under the programs available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

**If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.**

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Click the **Update Dependents** link in the Left Navigation Bar to correct or change your dependent's name or Social Security number. To change other dependent information, contact a Customer Service Associate at the telephone number listed on the bottom of the screen for assistance.

### Client Information

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, as well as other programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

### Making Changes During the Year

Generally, you cannot change your pre-tax benefit elections during the plan year other than at annual enrollment unless you experience a life event change.

You will have the opportunity to review your plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

You must be actively at work on the effective date of coverage. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date provided you are actively at work on the last regularly scheduled work day prior to the effective date. If not actively at work, the effective date of coverage will be postponed until you return to active work.

### Payroll Deductions

General Motors will deduct from each paycheck the amount necessary, if any, to pay for your benefit elections.

### Once you are done reviewing this confirmation you can:

☒ Return to the [Health and Insurance Home Page](#).

☒ Go back and make changes to [Your Enrollments](#).

Questions? Find out [who to contact](#).

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## Enrollment Confirmation

[Print This Page](#)

2007

2007

Please take a few moments to complete our **Survey**. This should take less than five minutes.

**Thank you, Richard.** Below is a summary of your new benefits for the following event: **2007 Enrollment**. These elections have been saved on October 30, 2006 at 6:32:00 p.m. EST.

- ✧ Your Confirmation Number is **063031821238884W**.
- ✧ [Print this confirmation](#) for your records.

**Note:** If you are required to provide proof of good health, the necessary forms are available to print in the Find a Form section. You will also receive the necessary forms with your paper Confirmation Statement.

Once you are done reviewing this confirmation you can:

- ✧ Return to the [Health and Insurance Home Page](#).
- ✧ Go back and make changes to [Your Enrollments](#).

### Your Health & Insurance Benefits

### Calendar Monthly Cost

#### Health Benefits

Medical:	<b>HMO Health Alliance Plan - MI (S)</b>	<b>\$100.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$100.00 After Tax: \$0.00

Enrolled Dependents: **Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski**

- An HMO requires use of network providers.

Extended Care Coverage (ECC):	<b>Extended Care Coverage</b>	<b>\$19.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$19.00 After Tax: \$0.00

Enrolled Dependents: **Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski**

- If you elect No Coverage - ECC, you are permanently excluded from future re-enrollment unless you waive medical coverage to be covered as a dependent of another GM Salaried employee or retiree who has ECC.

Dental:	<b>Traditional Delta Dental</b>	<b>\$23.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$23.00 After Tax: \$0.00

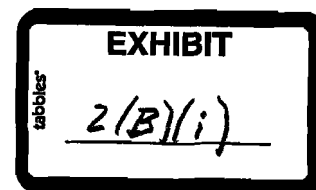
Enrolled Dependents: **Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski**

Vision:	<b>Cole Managed Vision (S)</b>	<b>\$3.00</b>
Coverage:	<b>Self + Family</b>	Before Tax: \$3.00 After Tax: \$0.00

Enrolled Dependents: **Karen S Zmierski, Jessica N Zmierski, Ryan A Zmierski**

#### Reimbursement Accounts

Health Care Spending Account (HCSA):	<b>Flexible Spending Account - Health</b>	<b>\$200.00</b>
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Volume:

\$2,400.00

Before Tax: \$200.00

After Tax: \$0.00

- It is your responsibility to ensure that your Flexible Spending Account (FSA) - Health elections are consistent with your expected plan year eligible expenses, as defined under the plan. Any FSA - Health contributions not used during the plan year are subject to forfeiture. Your annual contribution to a Health Care FSA can range from a minimum amount of \$48.00 to a maximum amount of \$5,000.
- If you choose to enroll in the Flexible Spending Account Health and one of the HSA PPOs, your Flexible Spending Account - Health coverage will automatically be administered as a Limited Purpose Flexible Spending Account - Health. In other words, upon submitting expenses, you will only be reimbursed for expenses that are for vision, dental or over-the-counter drugs.

Dependent Care Spending Account (DCSA):

No Coverage - DCSA

\$0.00

Before Tax: \$0.00

After Tax: \$0.00

\*

Insurance Benefits

Basic Life Insurance:

Basic Life Insurance - Salaried

\$0.00

Coverage:

2 X Annual Base Salary

Before Tax: \$0.00

Volume:

\$220,300.00

After Tax: \$0.00

Optional Life Insurance:

Optional Life Insurance - Salaried

\$218.06

Coverage:

3 X Annual Base Salary

Before Tax: \$0.00

Volume:

\$330,400.00

After Tax: \$218.06

- Effective January 1, 2007, coverage will no longer be reduced by 10% beginning at age 66. Also, coverage no longer cancels when you reach age 75.
- If your present life insurance has an assignee or applicant owner, you cannot make elections for your life insurance because you do not own it. The assignee or applicant owner may contact the GM Benefits & Services Center to make a change.
- Open enrollment will be available this year allowing you to increase your coverage by one level without proof of good health. If your coverage is currently 6x your annual salary you may increase your coverage by two levels without proof of good health. First time enrollees may elect "1x annual base salary" without proof of good health.

Dependent Life Insurance - Spouse:

No Coverage - DLI - Spouse

\$0.00

Before Tax: \$0.00

After Tax: \$0.00

Dependent Life Insurance - Child:

No Coverage - DLI - Child

\$0.00

Before Tax: \$0.00

After Tax: \$0.00

- The coverage you elected, \$15,000.00, will not be in effect until the coverage has been approved.

Personal Accident Insurance - Employee:

Personal Accident Insurance - Employee

\$1.50

Coverage:

\$100,000

Before Tax: \$0.00

Volume:

\$100,000.00

After Tax: \$1.50

Personal Accident Insurance - Spouse:

Personal Accident Insurance - Spouse

\$1.50

Coverage:

\$100,000

Before Tax: \$0.00

Volume:	<b>\$100,000.00</b>	After Tax: \$1.50
Personal Accident Insurance - Child:	<b>Personal Accident Insurance - Child</b>	<b>\$1.60</b>
Coverage:	<b>\$50,000</b>	Before Tax: \$0.00
Volume:	<b>\$50,000.00</b>	After Tax: \$1.60

Disability Benefits

Sickness and Accident:	<b>Sickness and Accident - Salaried</b>	<b>\$0.00</b>
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for sickness and accident benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.
- Employees who work in certain states may be eligible under statutory disability benefit laws for disability benefits for time lost from work. If you are working in California, Hawaii, New Jersey, New York, Puerto Rico, or Rhode Island certain modifications in your Sickness and Accident benefits will apply. Please contact the GM Benefits & Services Center for additional information.

Extended Disability Benefits:	<b>Extended Disability Benefit - Salaried</b>	<b>\$0.00</b>
		Before Tax: \$0.00
		After Tax: \$0.00

- You are covered for Extended Disability benefits on the first day of the sixth month following the month in which you commence working with GM. Please refer to "Your GM Benefits" (Summary Plan Description) for further details.

Other Benefits

Flexible Compensation Payment (FCP):	<b>Flexible Compensation Payment (FCP)</b>	<b>\$0.00</b>
Coverage:	<b>4 Paid Days Off + Cash Lump Sum</b>	Before Tax: \$0.00
Volume:	<b>\$1,200.00</b>	After Tax: \$0.00

- You are eligible to enroll or change your enrollment in the Flexible Compensation Plan (FCP) during Flex Enrollment in the fall. Your eligibility for this benefit is based on your service as of January 1, 2007 and employment status as of January 15, 2007.

Financial Planning:	<b>No Coverage - Financial Planning</b>	<b>\$0.00</b>
		Before Tax: \$0.00
		After Tax: \$0.00

Totals

<b>Before Tax Total:</b>	<b>\$345.00</b>
<b>After Tax Total:</b>	<b>\$222.66</b>
<b>Calendar Monthly Total:</b>	<b>\$567.66</b>

Dependents

Please confirm the accuracy of the information about your dependents. To view the dependents covered under a specific plan, please refer to that plan above. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the definition of "eligible dependent" under the Plan. For a definition of "eligible dependent" under the Plan(s) available to you, see your Summary Plan Description(s). If any of the information is incorrect, you may correct it on the Your Profile tab by clicking Dependents for your Health Insurance. Follow the

instructions to modify your dependent information. If you require further assistance, please call a Customer Service Associate. You can find the Customer Service telephone number by selecting the Who to Contact link below. The address is provided if it is different than your address.

Name	Relationship	Date of Birth	SSN
Karen S Zmierski	Spouse	11/04/1955	383-62-0294
Jessica N Zmierski	Child	09/26/1988	373-06-3254
Ryan A Zmierski	Child	03/25/1992	362-15-2565

Important Legal and Administrative Information

Terms and Conditions

By enrolling in one or more of the plans, you agree to the following terms and conditions:

You understand that your plan sponsor, either General Motors or GMAC LLC, will enroll you for the health care options you have selected for which you are eligible, and which you have not waived or canceled, with the appropriate carrier(s) as determined by General Motors or GMAC LLC, as applicable.

If you enroll in life insurance after you are first eligible or elect to increase your coverage, you understand that you may be required to provide proof of good health. You understand that you must be actively at work in order for coverage to go into effect. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date, provided you were actively at work on the last regularly scheduled work day prior to the effective date. If you are not actively at work on the effective date of coverage, you understand your effective date of coverage will be postponed until you return to work. Under current Plan terms, Optional Life, Dependent Life, and Personal Accident Insurance generally remain in effect as long as (i) you are eligible for Basic Life Insurance (see the Summary Plan Description for exceptions), (ii) the Group Policy remains in effect, (iii) the required contributions are made, and (iv) for Dependent Life and/or Personal Accident Insurance, you continue to have an eligible spouse or at least one eligible child, as applicable. You also understand that to enroll a dependent, who is age 18 and over, in dependent life insurance of \$10,000 or more, the dependent must sign a Dependent Consent Form before coverage can go into effect.

You agree to make any required contributions so that health care and life insurance coverage for you and your enrolled dependents remains in force. You authorize your employer, whether General Motors Corporation or its wholly-owned subsidiaries, or if applicable GMAC LLC or its subsidiaries or affiliates, until this authorization is revoked by you in writing, to deduct in advance each month from any earned or accrued wages or plan benefits due you, such amounts as may be necessary to pay the contributions as are now in effect or may be determined in the future for coverage which is now or may become available on behalf of yourself and any enrolled dependents. If in any month you are not eligible to receive any earned or accrued wages or plan benefits, you agree to pay in cash to General Motors Corporation any required contributions on or before the first of the month for which health care or life insurance coverage for you or any listed dependent is to be provided. To the extent allowed by applicable law, you authorize General Motors Corporation and its wholly owned subsidiaries, or if applicable GMAC LLC or its subsidiaries or affiliates, or the trustee of certain General Motors Corporation Benefits or GMAC LLC funds, to deduct from any earned or accrued wages or benefits, any monies to repay health care or other benefit overpayments made to or on behalf of you and your dependents.

✱ **General Motors and GMAC reserve the right to change, amend, modify, suspend, or terminate its employment practices, policies, employee benefit plans, or programs at any time. This document provides general information only. In the event of a conflict with the official plan documents, the plan documents will control.**

If you are applying for insurance under a policy issued in one of the states listed below, or if you reside in one of the states listed below, one of the following state warnings may apply to you:

**New York [only applies to Accident and Health Benefits (AD&D/VAD&D)]: I know it is a crime to fill out this form with facts I know are false or to leave out facts I know are important. I know that if I do this, I may also have to pay a civil penalty of up to \$5,000 plus the value of the claim.**

**Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim containing any false, incomplete or misleading information is guilty of a felony of the thlrđ degree.**

**Massachusetts: Any person who knowingly and with intent to defraud any insurance**

company or other person files an application for Insurance or a statement of claim containing any material false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, and may subject such person to criminal and civil penalties.

**New Jersey:** Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Oklahoma:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the process of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

**Kansas and Oregon:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud, and may be subject to criminal and civil penalties.

**Virginia:** Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, files a claim containing a false or deceptive statement may have violated state law.

If you are applying for coverage under a self-funded plan or insurance under a policy issued in any state other than those listed above, or if you reside in any state other than those listed above, note the following warning:

**Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.**

**Important Flexible Spending Account Information**

It is your responsibility to ensure the FSA-Health and/or FSA-Dependent Care elections are consistent with your expected plan year eligible expenses as defined under the Plan. Any FSA-Health or FSA-Dependent Care contributions not used during the plan year are subject to forfeiture.

**Dependent Information**

Our records show the dependents listed on the Dependent information screen. Please be advised that the inclusion of your dependents in this section is not a guarantee of coverage. Entitlement to dependent coverage is contingent on your dependent satisfying (and continuing to satisfy) the eligibility requirements under the General Motors Salaried Health Care Program, or the comparable GMAC LLC program, as applicable. For assistance in determining the eligibility of your dependents for coverage under the programs available to you, see the Guide to Dependent Eligibility, which is available in the **Reference Library**.

It is your responsibility to provide accurate and up-to-date dependent information; otherwise, coverage may not be provided to your dependent(s).

**If any health care benefits are paid on behalf of ineligible dependents, you will be responsible for repaying the overpayment. If you should fail to repay the overpayment promptly, the amount will be deducted from your other benefits or compensation, or may be recovered by other legal means.**

You are required to provide address information for your dependents who do not maintain their primary residence with you. For example, if one of your covered dependents lives with a former spouse, you must provide the dependent's address. However, if a covered dependent has a primary residence with you, but is away from home attending school full-time, you are not required to provide address information.

Select the **Covered Dependents** tab from the **Details** link for that plan to correct or change your dependent's name or Social Security number. To change other dependent information, contact a service representative at the telephone number listed on the bottom of the screen for assistance.

**Client Information**

The information presented in this application briefly describes certain General Motors Salaried Health Care Program features, or the comparable GMAC LLC program, as applicable, as well as other

programs and benefits. It does not cover all the details about the Programs - which are found in plan documents that have the final word over any other oral or written statement. General Motors or GMAC LLC, as applicable, reserves the right to amend, modify, suspend or terminate any of its benefit plans or programs at any time by the action of the Board of Directors, or individual or other committee expressly authorized by the Board to take such action. This application - and the benefits described within - do not imply any guarantees.

**Making Changes During the Year**

Generally, you cannot change your pre-tax benefit elections during the plan year other than at annual enrollment unless you experience a life event change.

You will have the opportunity to review your plans in the fall for the next plan year. Generally, you cannot change your benefit elections during the plan year, except in the case of a life event change. All life event changes must be reported within 31 days.

You must be actively at work on the effective date of coverage. If the effective date is not a regularly scheduled work day, the life insurance will become effective on such date provided you are actively at work on the last regularly scheduled work day prior to the effective date. If not actively at work, the effective date of coverage will be postponed until you return to active work.

**Payroll Deductions**

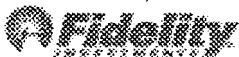
Your employer, whether General Motors or its subsidiaries or if applicable GMAC LLC or its subsidiaries or affiliates, will deduct from each paycheck the amount necessary, if any, to pay for your benefit elections.

**Once you are done reviewing this confirmation you can:**

- ☒ Return to the [Health and Insurance Home Page](#).
- ☒ Go back and make changes to [Your Enrollments](#).

Questions? Find out [who to contact](#).

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